

**PENNSYLVANIA  
MOTORVEHICLE INSTALLMENT SALE CONTRACT AND SECURITY AGREEMENT.**

Date 01/26/16

**SIMPLE INTEREST**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments.	<b>Total Sale Price</b> The total cost of your purchase on credit, including your downpayment of \$ <u>0.00</u> .
<u>20.95 %</u>	<u>\$ 20,453.59</u>	<u>\$ 26,754.65</u>	<u>\$ 47,208.24</u>	<u>\$ 47,208.24</u>

Your Payment Schedule will be:

No. of Payments	Amount of Payments	When Payments are Due
<u>72</u>	<u>\$ 655.67</u>	Monthly, beginning <u>02/25/16</u>
	<u>\$</u>	<u>N/A</u>

Filing Fees: \$ N/A

Late Charge: If all or any portion of a payment is not received in full within 10 days after it is due, you will pay a late charge. The charge will be 2% of the part of the payment that is late. See below and any other Contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Security: You are giving a security interest in the motor vehicle being purchased.

Prepayment: If you pay off early, you will not have to pay a penalty.

IF YOU DO NOT MEET YOUR CONTRACT OBLIGATIONS, YOU MAY LOSE THE MOTOR VEHICLE AND PROPERTY THAT YOU BOUGHT WITH THIS CONTRACT, AND/OR MONEY ON DEPOSIT WITH THE ASSIGNEE.

This Contract is between Seller and Buyer. All disclosures have been made by Seller. Seller intends to assign this Contract to the Assignee.

In this Contract we are the **SELLER**, COLONIAL NISSAN, 117 Bustleton Pike, Feasterville, PA 19053

Name COLONIAL NISSAN Address 117 Bustleton Pike Zip Code 19053

You are the **BUYER(S)**, ROBERT O TURNER 2632 LAMOTT AVENUE WILLOW GROVE, PA 19090

Name(s) ROBERT O TURNER Address(es) 2632 LAMOTT AVENUE Zip Code(s) 19090

County MONTGOMERY

If there is more than one Buyer, each promises, separately and together, to pay all sums due us and to perform all agreements in this Contract.

**TRADE-IN:** You have traded in the following vehicle: 2003 CHRYSLER COUNTRY

Year and Make	Description
<u>2003 CHRYSLER COUNTRY</u>	<u></u>

If a balance is still owing on the vehicle you have traded in, the Seller will pay off this amount on your behalf. You warrant and represent to us that any trade-in is free from lien, claim, encumbrance or security interest, except as shown in the "Itemization of Amount Financed" as the "Lien Payoff".

**PROPERTY INSURANCE:** You may choose the person through whom insurance is obtained against loss or damage to the Vehicle and against liability arising out of use or ownership of the Vehicle. In this Contract, you are promising to insure the Vehicle and keep it insured.

**DEBT CANCELLATION (GUARANTEED AUTO PROTECTION) AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT.** This agreement will not be provided unless you sign below, agree to pay the additional charge, and sign the separate disclosure and agreement page, which is part of this Contract. This agreement will apply during the entire term of the Contract. This agreement may not cover your entire indebtedness; see the MAXIMUM PROTECTION amount stated in the separate disclosure and agreement.

Type of Debt Cancellation Agreement	Charge	Signature
Guaranteed auto protection (GAP)	\$ <u>N/A</u>	By signing, you select guaranteed auto protection
<u>N/A</u>	<u>N/A</u>	Signature of Buyer

**SERVICE CONTRACT OR WARRANTY AGREEMENT IS VOLUNTARY AND NOT REQUIRED AS A CONDITION OF THE CREDIT.** The service contract or warranty agreement will not be provided unless you sign the separate agreement with the third party provider, who is not the Seller named above, and agree to pay the additional charge. This section does not apply to any warranty that you may receive for which there is not separate charge.

**CREDIT INSURANCE IS NOT REQUIRED:** Credit Life Insurance and Credit Accident & Health (Disability) Insurance are not required to obtain credit, and will not be provided unless you sign below and agree to pay the additional cost. Please read the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side. Your insurance certificate or policy will tell you the MAXIMUM amount of insurance available. All insurance purchased will be for the term of the credit. We may receive a financial benefit from your purchase of credit insurance.

By signing, you select Single Credit Life Insurance, which costs \$ N/A N/A Years

By signing, you select Single Credit Accident & Health Insurance, which costs \$ N/A N/A Years

Signature of Buyer to be insured for Single Credit Life Insurance

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both select Joint Credit Life Insurance, which costs \$ N/A N/A Years

By signing, you both select Joint Credit Accident & Health Insurance, which costs \$ N/A N/A Years

1. N/A N/A %

2. N/A N/A %

Signatures of both Buyers to be insured for Joint Credit Life Insurance

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance

**INSURER:** You have agreed to purchase, under the terms of this Contract, the following motor vehicle and its extra equipment, which is called the "Vehicle" in this Contract.

N/C	Year and Make	Series	Body Style	Nb. Cyl.	Truck Ton Capacity	Serial Number
<u>U</u>	<u>2012 HONDA</u>	<u>P</u>	<u>N/A</u>	<u>N/A</u>	<u>5FNR15HGXC146089</u>	<u></u>

Equipped with A.T. P.S. AM-FM Stereo 5 Spd. Other

with A.C. P.W. AM-FM Tape Vinyl Top

**ASSIGNMENT:** We may assign this Contract and Security Agreement to a sales finance company which is the "Assignee." If the Assignee assigns the Contract to a subsequent assignee, the terms also relate to each subsequent assignee. After the assignment, all rights and benefits of the Seller in this Contract and in the Security Agreement shall belong to and be enforceable by the Assignee. The Assignee will notify you when and if Seller makes an assignment.

**CO-SIGNER:** Any person signing the Co-Signer's Agreement below promises separately and together with all Co-Signer(s) and Buyer(s), to pay all sums due and to perform all agreements in this Contract. Co-Signer will not be an Owner of the Vehicle.

**CO-OWNER:** Any person signing the Co-Owner's Security Agreement below gives us a security interest in the Vehicle and agrees separately and together with all Co-Owner(s) and Buyer(s), to perform all agreements in the Security Agreement and all other parts of this Contract except the "Promise to Pay" section.

**TERMS:** The terms shown in the boxes above are part of this Contract.

**PROMISE TO PAY:** You agree to pay us the Total Sale Price for the Vehicle by making the Cash Downpayment and assigning the Trade-In, if shown above, on or before the date of this Contract, and paying us the Amount Financed plus interest. You promise to make payments in accordance with the Payment Schedule. You promise to make payments on or before the same day of each month as the first payment due date. To the extent allowed by law, you agree to pay all other amounts which may become due under the terms of this Contract. You agree to pay the Seller or Assignee costs of suit. You also agree to pay reasonable attorney's fees if Seller or Assignee hires an attorney to collect amounts due under this Contract or to protect or get possession of the Vehicle. You agree to make payments at the place or to send payments to the address which the Assignee most recently specifies in the written notice to you.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS:**

Disclosures: Before signing this Contract, be sure that you receive and read the Disclosure to Buyer.

Terms and Conditions: Before signing this Contract, be sure you receive and read the following, if marked X, which are additional pages to and part of this Contract.

☐ This Contract continues on the reverse side.

☐ Debt Cancellation (guaranteed auto protection) separate disclosure and agreement.

By signing below, we agree to sell the Vehicle to you under the terms of this Contract.

SELLER COLONIAL NISSAN Date 01/26/16

BUYER ROBERT O TURNER Date 01/26/16

**NOTICE TO BUYER—DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.**

**CO-SIGNER: YOU SHOULD READ THE NOTICE TO CO-SIGNER, WHICH HAS BEEN GIVEN TO YOU ON A SEPARATE DOCUMENT, BEFORE SIGNING THE CO-SIGNER'S AGREEMENT.**

**CO-SIGNER'S AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us all sums due on this Contract and to perform all agreements in this Contract. You intend to be legally bound by all the terms of this Contract, separately and together, with the Buyer. You are making this promise to induce us to make this Contract with the Buyer, even though we will use the proceeds only for the Buyer's benefit. You agree to pay even though we may not have made any prior demand for payment on the Buyer or exercised our security interest. You also acknowledge receiving a completed copy of this Contract.

**DO NOT SIGN THIS CONTRACT IN BLANK. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE BUYER COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE BUYER SHALL NOT EXCEED AMOUNTS PAID BY THE BUYER HEREUNDER.**

Co-Signer's Signature  Address  Date

Co-Signer's Signature  Address  Date

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing below as "Co-Owner," together with the Buyer or otherwise being all of the Owners of the Vehicle, give us a security interest in the Vehicle identified above. You agree to be bound by the terms of the Security Agreement and all other parts of this Contract except the "Promise to Pay" section. You are giving us the security interest to induce us to make this Contract with the Buyer, and to secure the payment by the Buyer of all sums due on this Contract. You will not be responsible for any deficiency which might be due after repossession and sale of the Vehicle.

Co-Owner's Signature  Address  Date

**BUYER, CO-SIGNER AND CO-OWNER, IF APPLICABLE, ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THIS CONTRACT AT THE TIME OF SIGNING, INCLUDING THE ADDITIONAL DISCLOSURES AND PAGES LISTED IN THE SECTION CALLED ADDITIONAL DISCLOSURES, TERMS AND CONDITIONS.**

BUYER ROBERT O TURNER CO-SIGNER  CO-SIGNER OR CO-OWNER

**NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.**

**Itemization of Amount Financed**

1a. Cash Price of Motor Vehicle \$ 22,275.00

1b. Government taxes \$ 1,429.50

1c. Accessories and installation \$ N/A

1d. Delivery Charge \$ N/A

1e. \$ N/A

1f. \$ N/A

1g. \$ N/A

1h. \$ N/A

1i. \$ N/A

1. Total Cash Price of Motor Vehicle (1a thru 1i) \$ 23,704.50

2a. Trade-in allowance \$ 700.00

2b. Less Amount owing paid to HELMS \$ 1,261.00

2c. Net Trade-In (2a minus 2b) \$ 561.00

2d. Cash payment \$ N/A

2e. Manufacturer's rebate \$ N/A

2f. Other down payment (describe) \$ N/A

2. Total Down Payment (2c thru 2f, if negative, enter 0) \$ 0.00

3. Unpaid Cash Price Balance (1 minus 2) \$ 23,704.50

4a. Prior credit or lease balance payment on trade-in (paid in same as 2b) \$ 561.00

4b. Insurance premiums paid to insurance company(ies) \$ N/A

Other Charges:

4c. Optional Debt Cancellation (GAP Waiver) \$ N/A

4d. Document Preparation fee \$ 113.00

4e. For Messenger Service \$ N/A

4f. Paid to Public Official, including filing fees \$ 126.15

4g. (Optional) Service Contract, paid to: CNA NATIONAL \$ 2,250.00

4h. (Optional) Service Contract, paid to: N/A

4i. \$ N/A

paid to: N/A

4j. \$ N/A

paid to: N/A

4. Total other charges/amounts paid to others on your behalf (see 4i) \$ 3,050.15

5. Amount Financed (3+4) \$ 26,754.65

6. Finance Charge \$ 20,453.59

7. Time Balance (5+6) \$ 47,208.24

We may retain or receive a portion of any amount paid to others.

1. **SECURITY AGREEMENT:** To secure the payment of all sums due and the performance of all required obligations under this Contract, you give a security interest in the Vehicle, in all parts (called "accessions") attached to the Vehicle at any later time, and in any proceeds of the Vehicle, including insurance proceeds. The Assignee may set-off any amounts due and unpaid under this Contract against any of your money or property. This includes any money which is now or may in the future be deposited with Assignee by you. Assignee may do this without any prior notice to you.

2. **HOW THE TOTAL OF PAYMENTS IS COMPUTED:** The Total of Payments is the sum of the Amount Financed and the Finance Charge. The Finance Charge consists solely of interest computed daily on the outstanding balance of the Amount Financed. The Finance Charge shown on the front side has been computed on the assumption that we will receive all payments on their scheduled due dates.

We charge and collect finance charges. These charges are not more than state or federal law allows. If you pay a finance charge or fee that is more than state or federal law allows, we will apply the charge or fee first to reduce the principal and refund any excess to you.

3. **COMPUTING INTEREST:** We will charge interest on a daily basis on the outstanding balance subject to interest on each day of the loan term, including any period for which a late charge is also imposed. The daily interest rate is equal to the Annual Percentage Rate divided by the number of days in that calendar year. Buyer agrees that because interest is calculated on a daily basis, late payments will result in additional interest (and, if applicable, a late charge). Early payments will result in less interest being charged. Early and/or late payments will cause the amount of the final payment to change.

4. **LATE CHARGE:** Buyer agrees to pay a late charge for any payment not made within 10 days after its due date. The late charge will be 2% on the unpaid amount of the payment. The late charge will be due when earned. No late charge will be due if the reason that the payment is late is because, after default, there is no outstanding balance on this Contract as due. No late charge will be due if the only reason that the payment is late is because of a late charge assessed on an earlier payment.

5. **APPLICATION OF PAYMENTS:** We will apply payments in the following order of priority: first to interest, and then to late charges, fees, principal and any other amounts you owe in the order that we choose.

6. **PREPAYMENT:** You may prepay, in full or in part, the amount owed on this Contract at any time without penalty. If you prepay the Contract in part, you agree to continue to make regular scheduled payments until you pay all amounts due under this Contract.

7. **STATEMENT OF ACCOUNT:** Upon your request, we will provide you a statement of account that shows information about your payment history including any charges and credits to your account. It will also show amounts that are due at the time of your request and information regarding future payments. We will provide you one statement of account at no cost. We may charge you reasonable costs for additional statements requested, as the law allows. Your right to receive a statement of account ends one year after the contract ends.

8. **WARRANTY:**

a. **WAIVER BY SELLER AND ASSIGNEE:** We and Assignee waive the right to treat any property as security for the repayment of this Contract, except for the Vehicle and the other security specifically mentioned in this Contract.

b. **WARRANTY BY BUYER, CO-SIGNER AND CO-OWNER:** You agree to make all payments on or before they are due without our having to ask. If you don't, we may enforce our rights without notifying you in advance. You give up any right you may have to require that we enforce our rights against some other person or property before we enforce our rights against you. You agree that we may give up our rights against some other person but not against you. You waive due diligence in collection and all defenses based on suretyship and impairment of collateral or security.

9. **INTEREST AFTER MATURITY AND JUDGMENT:** Interest at the rate provided in this Contract shall continue to accrue on the unpaid balance until paid in full, even after maturity and/or after we get a judgment against you for the amounts due. This will apply even if the maturity occurs because of acceleration. If at any time interest stops accruing for us in this paragraph is not permitted by law, interest shall accrue at the highest rate allowed by applicable law beginning at that time.

10. **YOUR PROMISES ABOUT OUR SECURITY INTEREST:** You will not permit anyone other than us to obtain a security interest or other rights in the Vehicle. You will pay all filing fees necessary for us to obtain and maintain our security interest in the Vehicle. You will assist us in having our security interest noted on the Certificate of Title to the Vehicle. You will not sell or give away the Vehicle. If someone puts a lien on the Vehicle, you will pay the obligation and clear the lien.

11. **YOUR PROMISES ABOUT THE VEHICLE:** You will keep the Vehicle in good condition and repair. You will pay all taxes and charges on the Vehicle. You will pay all costs of maintaining the Vehicle. You will not abuse the Vehicle or permit anything to be done to the Vehicle which will reduce its value, other than for normal wear and use. You will not use the Vehicle for illegal purposes or for hire or lease. You will not move the Vehicle from your address shown on the front of this Contract to a new permanent place of garaging without notifying us in advance.

12. **YOUR PROMISES ABOUT INSURANCE:** You will keep the Vehicle insured against fire, theft and collision until all sums due to us are paid in full. The insurance coverage must be satisfactory to us and protect your interests and our interests at the time of any insured loss. The insurance must name us as "loss-payee" on the policy. The insurance must be written by an insurance company qualified to do business in Pennsylvania and licensed to sell insurance in the state where the Vehicle is permanently garaged. The insurance policy must provide us with at least ten (10) days prior written notice of any cancellation or reduction in coverage. On request, you shall deliver the policy or other evidence of insurance coverage to us. In the event of the loss or damage to the Vehicle, you will immediately notify us in writing and file a proof of loss with the insurer.

a. **OUR RIGHT TO FILE PROOF OF LOSS:** In the event of any loss or damage to the Vehicle, if you fail or refuse to file a claim or proof of loss with the insurance company, you agree that the Seller, Assignee, any subsequent assignee, or any authorized employee of any of them ("we") may file a proof of loss with the insurance company, in your name and acting as your agent, with respect to the insured claim. You agree that you do not have the right to, and will not, revoke the power you have given us to file a proof of loss. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

b. **OUR RIGHT TO ENFORCE INSURANCE CHECKS:** You agree that the Seller, Assignee, any authorized assignee, or any authorized employee of any of them ("we") may endorse your name, acting as your agent, to any check, draft or other instrument we receive in payment of an insured loss or return of insurance premiums. You agree that you do not have the right to, and will not, revoke the power you have given us to make your endorsement. You agree that we may exercise this power for our benefit and not for your benefit, except as provided in this Contract and by law.

c. **USE OF PROCEEDS:** We may apply any insurance proceeds we receive to repair or replace the Vehicle if, in our opinion, it is economically feasible and you are not then in default of this Contract. Otherwise, we will apply the insurance proceeds to reduce the unpaid balance due us. After the balance due us is paid, any excess will belong to you.

**Buyer's Guide Window Sticker.** If the Car which is described on the face of this Contract has a Buyer's Guide Window Sticker required by the Federal Trade Commission Used Car Trade Regulation Rule, the following notice applies:

The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.

**NOTICE—ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**SUMMARY NOTICE – Prepayment, Rebate, Reinstatement and Statement of Account.** You may prepay all or part of the amount you owe under this Contract at any time without penalty. If you prepay, you will only pay finance charges that are earned but unpaid and all other amounts due up to the date of prepayment. Payments we receive for any unearned finance charges will be rebated to you. If you break the terms of this Contract we may take back the Vehicle. We may, at our option, allow you to get the Vehicle back before we sell it and continue under this Contract (reinstatement). If we allow you to reinstate this Contract, you must pay us all past due amounts, late charges and any costs we incurred in retaking the Vehicle to the extent allowed by law. At your request, we will provide you with a statement of account with important information about your payment history and amounts owing.

**NOTICE OF PROPOSED CREDIT INSURANCE.**  
The signer(s) of this Contract hereby table(s) notice that Group Credit Life Insurance coverage or Group Credit Accident and Disability Insurance coverage will be applicable to this Contract if so marked on the front of the Contract, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date of indebtedness as indicated and will expire on the original scheduled maturity date of the indebtedness. If the Assignment is delivered within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.**  
**THE PROVISION BELOW IS NOT PART OF THE PENNSYLVANIA MOTOR VEHICLE INSTALLMENT SALE CONTRACT BETWEEN THE BUYER AND SELLER.**  
**ASSIGNMENT**

To induce you, the "Assignee" identified on the face of this Contract or as follows, \_\_\_\_\_ (Name)  
to purchase the within Contract, the Seller hereby warrants and represents, and continues to warrant and represent that: the sale has been in strict conformity with all applicable federal, state and local laws and regulations, including, but not limited to, Article 2 of the Pennsylvania Uniform Commercial Code §13 Pa. C.S.A. §§2101 et seq; our title to the Contract and the Vehicle covered thereby is absolute, free of all liens, encumbrances and security interests, and is subject only to the rights of the Buyer as set forth therein; the Contract is genuine; the signatures thereon are not forgeries, arose from the sale of the Vehicle therein described, and all parties thereto are of full age and had capacity to contract; the description of the Vehicle and extra equipment is complete and correct; the cash downpayment and/or trade-in allowance were actually received and no part thereof consisted of notes, post-dated checks, other credit orders or similar payments or payments related to us to the Buyer; however, manufacturer rebates from us to the Buyer are not part of the cash downpayment; all warranties, all warranties and statements therein are true; there is owing thereon the Amount Financed plus interest at the Annual Percentage Rate of the Contract set forth therein; we are duly licensed under the Pennsylvania Motor Vehicle Sales Finance chapter of Title 12 and have duly complied with all requirements thereof with respect to the transaction and with the federal Truth-in-Lending Act and with any other federal or state law, rule or regulation applicable to this Contract; a motor vehicle title certificate showing a lien or encumbrance in favor of Assignee has been or will be registered for promptly; the registration of the Vehicle has not been suspended and the Seller knows of no facts which may result in the suspension of the title; the Pennsylvania Motor Vehicle Financial Responsibility Act; the Buyer(s) named in the within Contract is (are) personally known to the Seller to be the same individual (person(s)) whose signature(s) is (are) affixed to this Contract; and Seller has no knowledge of facts impairing the validity or value of the Contract. If any such warranties or representations should be breached at any time, Seller shall rescind the Contract from Assignee, on demand, and will pay therefor, in cash, the amount of cash set forth below, and said remedy shall be cumulative and not exclusive, and shall not affect any other right or remedy that Assignee might have at law or in equity against Seller. In the event that Buyer fails or refuses to make any payment due hereunder on the ascertained, either oral or written, that the Vehicle is defective, not as represented to the Buyer by Seller, or that Seller refuses to honor any warranty or service agreement, Seller agrees that, on the acquisition of such claim of Buyer, Seller will reimburse the Contract from Assignee and pay Assignee for same immediately in accordance with the purchase terms set forth below, and Seller further agrees to hold Assignee harmless from any other claims of Buyer, including attorney's fees, costs and expenses incurred in defending against claims asserted by Buyer and including claims for refund of payments made by Buyer to Assignee. If the Seller contracts to purchase property insurance on behalf of the Buyer, and that insurance is cancelled by the insurance company prior to its scheduled expiration date, Seller will attempt to replace comparable coverage with another insurance company on behalf of the Buyer. If Seller is unable to do so, Seller will notify Buyer and pay to Buyer the full amount of the premium the Buyer in obtaining replacement insurance for the unexpired period of the original insurance policy. By signing and dating the Contract, as Seller, delivering the Contract to the Assignee and accepting payment for it, Seller authorizes the Assignee to act as the Seller's agent for the purpose of completing or correcting the identification of the Assignee in this Assignment to reflect the true Assignee who purchased the Contract and/or for the purpose of signing Seller's name to this Assignment, without recourse. If the Assignment is delivered without the Seller's signature, Assignee may exercise the power given in this paragraph for the benefit of the Assignee and not for the benefit of the Seller. Seller does not have the right to and agrees not to revoke the power given in this paragraph.

In the event that Seller is required by this Assignment to repurchase the Contract and/or Vehicle, Seller shall pay to Assignee, in cash, the full unpaid balance of the Contract as of the date of repurchase, plus any then earned Finance Charge and any and all costs and expenses paid or incurred by Assignee in respect thereto, including reasonable attorney's fees, in connection with claims by or against any Buyer, Owner or persons in possession of the Vehicle and/or by or against Seller.

For value received, Seller hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the within Contract, all moneys due and to become due thereunder, and all title, life and interest in and to the Vehicle therein described, with full power in the Assignee in its or our name to take such legal or other action which our or their laws have taken save to this Assignment. Unless Seller marks either of the endorsements below, titled "WITH FULL RESCOURSE" or "WITH REFUND/RECHASE," Seller's assignment shall, except for the provisions of the paragraph titled "Assignment," be without recourse.

☐ **WITH FULL RESCOURSE**—Seller agrees that, in addition to the paragraph above titled "Assignment," in the event of default by Buyer in the full payment on the due date thereof or any installment payable under the Contract or in the prompt performance of any other obligation to be performed under the Contract by Buyer, Seller will, on demand by Assignee, forthwith repurchase the Contract from Assignee for a repurchase price, in cash, computed as set forth above.

☐ **WITH REFUND/RECHASE**—Seller agrees that, in addition to the provisions of the paragraph above titled "Assignment," in the event of any default by Buyer which shall entitle Assignee to repurchase the Vehicle, Seller will, if the Vehicle is repurchased by Assignee and delivered to Seller, and without regard to the then condition of the Vehicle, forthwith repurchase the Contract and the Vehicle from Assignee for a repurchase price, in cash, computed as set forth above.

By signing below, we agree to the terms of the Assignment.

Seller \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

FUEL TYPE: GASOLINE

5FNRL5H6XC8146089

VEHICLE IDENTIFICATION NUMBER

2012

YEAR

HONDA

MAKE OF VEHICLE

71365641002 TU

TITLE NUMBER

SM

BODY TYPE

0

DUP

PA

SEAT CAP

PA

PRIOR TITLE STATE

2/01/16

ODOM. PROCD. DATE

051829

ODOM. MILES

0

ODOM. STATUS

10/31/12

DATE PA TITLED

2/01/16

DATE OF ISSUE

UNLADEN WEIGHT

GVWR

GCWR

TITLE BRANDS

### ODOMETER STATUS

- 0 = ACTUAL MILEAGE
- 1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS
- 2 = NOT THE ACTUAL MILEAGE
- 3 = NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
- 4 = EXEMPT FROM ODOMETER DISCLOSURE

### TITLE BRANDS

- A = ANTIQUE VEHICLE
- C = CLASSIC VEHICLE
- D = COLLECTIBLE VEHICLE
- F = OUT OF COUNTRY
- G = ORIGINALLY MFGD. FOR NON-U.S. DISTRIBUTION
- H = AGRICULTURAL VEHICLE
- L = LOGGING VEHICLE
- P = IS/WAS A POLICE VEHICLE
- R = RECONSTRUCTED
- S = STREET ROD
- T = RECOVERED THEFT VEHICLE
- V = VEHICLE CONTAINS REISSUED VIN
- W = FLOOD VEHICLE
- X = IS/WAS A TAXI

REGISTERED OWNER(S)

ROBERT O TURNER  
2632 LAMOTT AVE  
WILLOW GROVE PA 19090

FIRST LIEN FAVOR OF

CAPITAL ONE AUTO  
FINANCE

SECOND LIEN FAVOR OF

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this Certificate of Title to the Bureau of Motor Vehicles with the appropriate form and fee

FIRST LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

CAPITAL ONE AUTO  
FINANCE  
PO BOX 660068  
SACRAMENTO CA 95866

SECOND LIEN RELEASED

DATE

BY

AUTHORIZED REPRESENTATIVE



pennsylvania

DEPARTMENT OF TRANSPORTATION

LESLIE S. RICHARDS

Secretary of Transportation

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN  
TO BEFORE ME

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (on death of one owner, title goes to surviving owner) CHECK HERE ☐. Otherwise, the title will be issued as "Tenants in Common" (on death of one owner, interest of deceased owner goes to his/her heirs or estate).

IF NO LIEN, CHECK ☐ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER

1ST LIENHOLDER NAME

STREET

CITY

STATE

ZIP

IF NO 2ND LIEN, CHECK ☐ IS THIS AN ELT? (IF YES, FIN REQUIRED) YES ☐ NO ☐

2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER

2ND LIENHOLDER NAME

STREET

CITY

STATE

ZIP

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO APPLICANT/TITLE OF AUTHORIZED SIGNER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

Exhibit B

## N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: August 05, 2020

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Vehicle Description: 2012 HONDA Odyssey-V6 Wagon 5D EX-L

VIN: 5FNRL5H6XCB146089

### Base Values

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Retail: \$ 12450.00

Wholesale/Trade-in: \$ 9775.00

### Optional Equipment/Adjustments

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Estimated Miles: 107500

\$ 0.00

### Total Adjusted N.A.D.A. Used Car Guide Values

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Retail: \$ 12450.00

Retail/Wholesale Average: \$ 11112.50

Reference 08/2020 Eastern



## Transaction History Report (as of 7/30/2020 )

Account #:	[REDACTED]	Period:	01/30/2000 - 07/30/2020
Loan Bal:	\$12,370.79		

<u>Date</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
06/03/2020	Capital One auto loan payment.		\$655.67
03/12/2020	Capital One auto loan payment.		\$655.67
02/04/2020	Capital One auto loan payment.		\$655.67
01/03/2020	Capital One auto loan payment.		\$655.67
12/04/2019	Capital One auto loan payment.		\$655.67
11/04/2019	Capital One auto loan payment.		\$655.67
10/02/2019	Capital One auto loan payment.		\$655.67
09/04/2019	Capital One auto loan payment.		\$655.87
08/05/2019	Capital One auto loan payment.		\$655.67
07/02/2019	Capital One auto loan payment.		\$655.67
06/04/2019	Capital One auto loan payment.		\$655.67
05/02/2019	Capital One auto loan payment.		\$655.67
04/04/2019	Capital One auto loan payment.		\$655.67
03/04/2019	Capital One auto loan payment.		\$655.67
02/07/2019	Capital One auto loan payment.		\$655.67
01/07/2019	Capital One auto loan payment.		\$655.67
12/04/2018	Capital One auto loan payment.		\$655.67
11/06/2018	Capital One auto loan payment.		\$655.67
10/03/2018	Capital One auto loan payment.		\$655.67
09/05/2018	Capital One auto loan payment.		\$655.67
08/02/2018	Capital One auto loan payment.		\$655.67
07/03/2018	Capital One auto loan payment.		\$655.67
06/04/2018	Capital One auto loan payment.		\$655.67
05/02/2018	Capital One auto loan payment.		\$655.67
04/03/2018	Capital One auto loan payment.		\$655.67
03/02/2018	Capital One auto loan payment.		\$655.67
02/02/2018	Capital One auto loan payment.		\$655.67
01/03/2018	Capital One auto loan payment.		\$655.67
12/04/2017	Capital One auto loan payment.		\$655.67
11/02/2017	Capital One auto loan payment.		\$655.67
10/03/2017	Capital One auto loan payment.		\$655.67
09/05/2017	Capital One auto loan payment.		\$655.67
07/27/2017	Capital One auto loan payment.		\$655.67

## Transaction History Report (as of 7/30/2020 )

Account #:		Period:	01/30/2000 - 07/30/2020
Loan Bal:	\$12,370.79		

<u>Date</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
06/29/2017	Capital One auto loan payment.		\$655.67
05/25/2017	Capital One auto loan payment.		\$655.67
04/27/2017	Capital One auto loan payment.		\$655.67
03/27/2017	Capital One auto loan payment.		\$655.67
02/24/2017	Payment (applied toward interest, payment, or fees)		\$10.00
02/24/2017	Capital One auto loan payment.		\$645.67
01/27/2017	Capital One auto loan payment.		\$655.67
12/29/2016	Capital One auto loan payment.		\$655.67
11/28/2016	Capital One auto loan payment.		\$655.67
10/28/2016	Capital One auto loan payment.		\$665.67
10/05/2016	Capital One auto loan payment.		\$655.67
08/24/2016	Capital One auto loan payment.		\$655.67
07/27/2016	Capital One auto loan payment.		\$655.67
06/27/2016	Capital One auto loan payment.		\$655.67
05/25/2016	Capital One auto loan payment.		\$655.67
04/28/2016	Capital One auto loan payment.		\$655.67
03/24/2016	Payment (applied toward interest, payment, or fees)		\$44.33
03/24/2016	Capital One auto loan payment.		\$655.67
02/25/2016	Capital One auto loan payment.		\$655.67